

**AGREEMENT BETWEEN CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT
CORPORATION AND CITY OF CORPUS CHRISTI FOR REPAIRS TO ARTERIAL AND
COLLECTOR STREETS AND CREATION OF SMALL BUSINESS INCENTIVE PROGRAM**

This Agreement for repairs to arterial and collector streets and creation of a small business incentive program ("Agreement") is entered into between the Corpus Christi Business and Job Development Corporation ("Corporation") and the City of Corpus Christi ("City").

WHEREAS, the Texas Legislature in Section 501 of the Local Government Code (Development Corporation Act of 1979) empowered local communities with the ability to adopt an optional local sales and use tax as a means of improving the economic health and prosperity of their citizens;

WHEREAS, on November 5, 2002, residents of the City passed Proposition 2, New and Expanded Business Enterprises, which authorized the adoption of a sales and use tax for the promotion and development of new and expanded business enterprises at the rate of one-eighth of one percent to be imposed for 15 years;

WHEREAS, the 1/8 cent sales tax authorized by passage of Proposition 2 was subsequently enacted by the City's City Council ("City Council") and filed with the State Comptroller of Texas, effective April 1, 2003, to be administered by the Corporation's Board of Directors ("Board");

WHEREAS, the Board wishes to provide funding for specified arterial and collector streets that promote or develop new and expanded business enterprises and allow the City to create and manage a small business incentive program in the amount of \$2,500,000 to assist with COVID-19 recovery within the City;

WHEREAS, the City wishes to create and manage a small business incentive program in the amount of \$2,500,000 to assist with COVID-19 recovery within the City through an agreement with a third party;

WHEREAS, the Board has determined that it is in the best interests of the residents of the City that the Corporation use business and job development funds to provide funding for specified arterial and collector streets that promote or develop new and expanded business enterprises and allow the City to create and manage a small business incentive program in the amount of \$2,500,000 to assist with COVID-19 recovery within the City;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the Corporation and the City agree as follows:

1. Agreement to Provide Economic Development Services. This Agreement between the Corporation and the City is executed to provide the specific and measurable services for the promotion and development of new and expanded business enterprises through the repair of arterial and collector streets within the City, namely Interstate 37 ("IH-37") from Mesquite Street to Shoreline Boulevard North and Staples Street from South Padre Island Drive to Gollihar Road. In exchange for the funds provided by the Corporation for the repair of arterial and collector streets, the City will repair said streets and create a small business incentive program, through Chapter 380 of the Texas Local Government Code, to aid small businesses impacted by COVID-19. The small business incentive program will provide low-interest loans to small businesses impacted by the COVID-19 pandemic for purposes of business

development and incubation and the creation and retention of jobs within the City. The City may enter into a Chapter 380 agreement with a third party for the management and administration of the small business incentive program. If the City fails to create a small business incentive program by September 30, 2020, the funds will be returned to the Corporation.

2. Payments. The Parties agree that the Corporation will pay the City an amount up to \$2,500,000.00 by May 1, 2020.

3. Effective Date. The effective date of this Agreement is the date on which the City Council grants approval for this Agreement, and it is signed by all parties.

4. Term. The term of this Agreement is for one year beginning on the Effective Date and expiring twelve (12) months later.

5. Termination. The Parties may, by written agreement, terminate this Agreement at any time. In the event of such termination, the Corporation will be entitled to a refund of any funds not used as part of a small business incentive program by the date of termination.

6. Amendments or Modifications. No amendments or modifications to this Agreement or to the Services may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

7. Notices.

a. Any required written notices shall be sent, certified mail, return receipt requested, addressed as follows:

If to Corporation:

City of Corpus Christi Business and Job Development Corporation
Attn: President
1201 Leopard Street
Corpus Christi, Texas 78401

If to City:

City of Corpus Christi
Attn: City Manager's Office
1201 Leopard Street
P.O. Box 9277
Corpus Christi, Texas 78401

c. Notice is effective upon deposit in the United States mail in the manner provided above.

8. Relationship of Parties. In performing this Agreement, the Corporation and the City shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

**CORPUS CHRISTI BUSINESS &
JOB DEVELOPMENT CORPORATION**

CITY OF CORPUS CHRISTI

Scott Harris
President

Constance Sanchez
Chief Financial Officer

Date: _____

Date: _____

ATTEST:

Rebecca Huerta
City Secretary

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney